

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): T. Allan Hamilton  
Assignee: ZiLOG, Inc.  
Title: Improved Standby Mode For Infrared Data Transceivers #20  
Serial No.: 09/135,154 Filing Date: August 17, 1998  
Examiner: Brian A. Zimmerman Group Art Unit: 2635  
Docket No.: M-12612 US

RECEIVED

APR 08 2002

COMMISSIONER FOR PATENTS  
Washington, D.C. 20231

Technology Center 2600

**SUBSTITUTE POWER OF ATTORNEY BY ASSIGNEE**

Sir:

The above-identified assignee, a Delaware corporation, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified by the following Customer Number to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer Number 27869



27869

PATENT TRADEMARK OFFICE

Please direct all telephone calls to:

Gerald P. Parsons  
Telephone No.: 415/217-6000  
Fax No.: 415/434-0646

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date

3.18.02

Name: John H. Cosier

Title: Associate General Counsel

LAW OFFICES OF  
SKJERNEN MORRILL  
MacPHERSON LLP

25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979



UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): T. Allan Hamilton  
Assignee: ZiLOG, Inc.  
Title: Improved Standby Mode For Infrared Data Transceivers  
Serial No.: 09/135,154 Filing Date: August 17, 1998  
Examiner: Brian A. Zimmerman Group Art Unit: 2635  
Docket No.: M-12612 US

RECEIVED

APR 08 2002

Technology Center 2600

COMMISSIONER FOR PATENTS  
Washington, D. C. 20231

CERTIFICATE FOR TAKING ACTION BY  
ASSIGNEE UNDER 37 CFR 3.73(b)

Sir:

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified patent application by virtue of a chain of title from the inventor of the above-identified patent application to the above-identified assignee as shown below:

1. From: Calibre, Inc. To ZiLOG, Inc. A copy of the executed Patent Assignment, which incorporates the above-referenced application by reference as set forth in Exhibit A, is hereby attached.

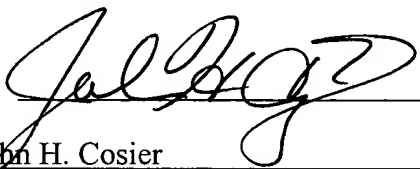
2. From: T. Allan Hamilton To Calibre, Inc. The document was recorded in the Patent and Trademark Office at Reel 9403, Frame 0842, or for which a copy thereof is attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-signed assignee.

I declare that all statements made herein of my own knowledge are true, all statements made herein on information and belief are believed to be true, and all statements made herein

LAW OFFICES OF  
SKJERNEN MORRILL  
MACPHERSON LLP  
25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979

are made with the knowledge that whoever, in any matter within the jurisdiction of the Patent and Trademark Office, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be subject to the penalties including fine or imprisonment or both as set forth under 18 U.S.C. 1001, and that violations of this paragraph may jeopardize the validity of the application or this document, or the validity or enforceability of any patent, trademark registration, or certificate resulting therefrom.

Signature:  Date: 3.18.02  
Name: John H. Cosier  
Title: Associate General Counsel

DECEMBER 04, 1998

STEINS & ASSOCIATES  
KARL M. STEINS  
2333 CAM. DEL RIO S.  
SUITE 120  
SAN DIEGO, CA 92108



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



\*100803579A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/17/1998

REEL/FRAME: 9403/0842  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
HAMILTON, T. ALLAN

DOC DATE: 07/29/1998

RECEIVED

APR 08 2007

ASSIGNEE:  
CALIBRE, INC.  
1762 TECHNOLOGY DR.  
SAN JOSE, CALIFORNIA 95110

Technology Center 2600

SERIAL NUMBER: 09135154  
PATENT NUMBER:

FILING DATE: 08/17/1998  
ISSUE DATE:

TARA WASHINGTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# PATENT ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 27<sup>th</sup> day of July, 2000 (the "Effective Date") by and between Calibre, Inc., a California corporation (hereinafter referred to as "Assignor"), having its principal place of business at 1762 Technology Drive, Suite 226, San Jose, California 95110-1308, and ZiLOG, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), having its principal place of business at 910 E. Hamilton Ave., Suite 110, Campbell, CA 95008, and is made with reference to the following facts and objectives:

## RECITALS

A. Assignor is the owner of the entire and exclusive right, title and interest in, to and under certain patents and/or patent applications and the respective inventions described and claimed therein, as set forth in Exhibit "A" attached hereto;

B. Assignee desires to acquire the entire and exclusive right, title and interest in, to and under such patent rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Definitions:** For purposes of this Assignment, the following terms shall have the following meanings:
  - a. **U.S. Patents and Applications:** The term "U.S. Patents and Applications" means the United States patents and patent applications identified in the attached Exhibit "A," and every reissue, reexamination, extension, divisional, continuation and continuation-in-part thereof.
  - b. **Foreign Counterpart Patent Application:** The term "Foreign Counterpart Patent Application" means any application for a patent in a jurisdiction other than the United States, that claims priority under 35 U.S.C. Section 119, to any of the U.S. Patents and Applications.
  - c. **Foreign Counterpart Patent:** The term "Foreign Counterpart Patent" means any patent issued or issuing in a jurisdiction other than the United States from a Foreign Counterpart Patent Application.
2. **Patent Assignment:**
  - a. **Assignment of Patent Rights:** For good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in all U.S.

Patents and Applications; all Foreign Counterpart Patents and all Foreign Counterpart Patent Applications (hereinafter collectively referred to as the "Patent Rights").

- b. Representations, Warranties and Covenants of Assignor: Assignor hereby represents and warrants that (i) the patents and patent applications identified in the attached Exhibit "A" are the only patent rights that Assignor owns or controls; (ii) Assignor is the lawful owner of and has good and marketable title to the Patent Rights free and clear of all liens and encumbrances; (iii) Assignor has full legal right, power and authority to sell, assign and transfer the Patent Rights; (iv) to the best of Assignor's knowledge, there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights, and no assignment has been made of the rights assigned hereunder; (v) that all applicable maintenance fees pertaining to the Patent Rights due on or before the Effective Date have been paid; (vi) Assignor has full power and authority to execute, deliver and perform this Assignment in accordance with its terms; and (vii) this Assignment is a valid and binding obligation of the Assignor, enforceable in accordance with its terms. Assignor hereby agrees not to execute any agreement in conflict with this Assignment and that, at the request of Assignee, Assignor will execute and deliver all papers and take such other action as may be necessary or desirable to protect and perfect title to the Patent Rights in Assignee, its successors and assigns.
- c. Issuance of Patent: Assignor, as inventor of the inventions in the Patent Rights that are hereunder assigned to the Assignee, hereby authorizes and requests the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, its successors and assigns, all patents and other patent rights included within the Patent Rights.
- d. Prosecution and Maintenance of Patent Rights: Assignor hereby agrees that Assignor will communicate to Assignee any facts known to Assignor respecting the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.


3. Miscellaneous:

- a. Attorneys' Fees: In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Assignment or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to all attorneys' fees and costs incurred in such litigation, arbitration or other proceeding, and in any appeal or enforcement of any judgment rendered therein.

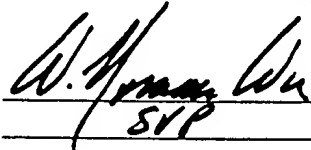
- b. Successors and Assigns: This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- c. Venue: Venue for suit on this Assignment shall be Santa Clara County, California, and all parties hereto agree and consent to venue being proper in such county.
- d. Exhibits: All Exhibits referred to are attached hereto and incorporated herein by this reference.
- e. Governing Law: This Assignment shall be construed and interpreted in accordance with the laws of the State of California.
- f. Integrated Agreement; Modification: This instrument, together with the Agreement, contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
- g. Severability: The unenforceability, invalidity, illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.
- h. Waiver: No consent or waiver, express or implied by either party to this Assignment of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such part hereunder.
- i. Execution of Documents: The parties hereto hereby agree to execute and deliver such further instruments, agreement contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Assignment.
- j. Counterparts: This Assignment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. Neutral Construction: The parties hereto agree that this Assignment will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date and year first above written.

Calibre, Inc., a California corporaiton

By:   
Title: President

ZiLOG, Inc., a Delaware corporation

By:   
Title: SVP

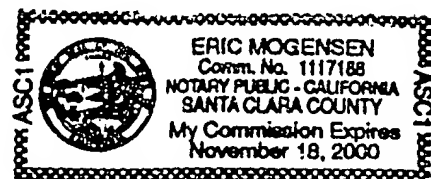


STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On this 27<sup>th</sup> day of July, 2000, before me, ERIC MOGENSEN, a Notary Public, State of CALIFORNIA, duly commissioned and sworn, personally appeared T. DUGAN GONZALEZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

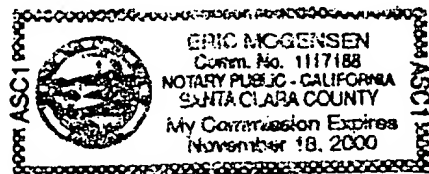


STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On this 27<sup>th</sup> day of July, 2000, before me, ERIC MOGENSEN, a Notary Public, State of CALIFORNIA, duly commissioned and sworn, personally appeared W. NORBERT W., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**EXHIBIT "A"**

**LISTING OF PATENT RIGHTS**

In the United States Patent and Trademark Office

Applicants: Calibre, Inc., T. Allan Hamilton

Title: "Improved Standby Mode for Infrared Data Transceivers"

Docket No.  
CLB5-B73

**Assignment by Single Inventor**

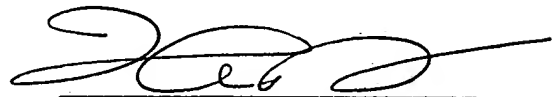
WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Improved Standby Mode for Infrared Data Transceivers, for which Assignor is making application for U.S. Letters Patent; and

WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226 San Jose, CA 95110-1308, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

7/29/98

Date



T. Allan Hamilton  
1762 Technology Drive  
Suite 226  
San Jose, CA 95110-1308  
(408) 573-3892, (408) 573-  
3899 fax